



MISC 2016027030



APR 14 2016 12:32 P 2

Fee amount: 16.00
 FB: M1-18035
 COMP: SB

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 04/14/2016 12:32:25.00



2016027030

WHEN RECORDED MAIL TO:

Premier Bank
 16802 Burke Street
 Omaha, NE 68118

FOR RECORDER'S USE ONLY**MODIFICATION OF DEED OF TRUST**

THIS MODIFICATION OF DEED OF TRUST dated April 6, 2016, is made and executed between **2 PUTT, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY**, whose address is **4531 SOUTH 90TH STREET, OMAHA, NE 68127; ("Trustor")** and **Premier Bank**, whose address is **16802 Burke Street, Omaha, NE 68118 ("Lender")**.

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated March 14, 2014 (the "Deed of Trust") which has been recorded in DOUGLAS County, State of Nebraska, as follows:

RECORDED WITH THE DOUGLAS COUNTY REGISTER OF DEEDS ON MARCH 20, 2014 AT INSTRUMENT NUMBER 2014020130.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in DOUGLAS County, State of Nebraska:

LOT 4, 1-80 BUSINESS PARK, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA.

The Real Property or its address is commonly known as 6710 SOUTH 118TH STREET, OMAHA, NE 68137. The Real Property tax identification number is 0862350614.

MODIFICATION. Lender and Trustor hereby modify the Deed of Trust as follows:

EXTEND THE MATURITY DATE TO MARCH 14, 2017

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND TRUSTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED APRIL 6, 2016.

TRUSTOR:

2 PUTT, L.L.C.

By:


 WILLIAM T. BEARD, Manager of 2 PUTT, L.L.C.

By:


 HERBERT D. BEARD, Manager of 2 PUTT, L.L.C.

LENDER:

PREMIER BANK

x


 Chris Maher, President

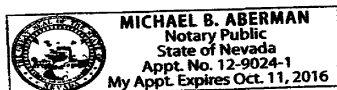
**MODIFICATION OF DEED OF TRUST
(Continued)**

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF NEVADA)
) SS
COUNTY OF CLARK)

On this 11 day of April, 20 16, before me, the undersigned Notary Public, personally appeared **WILLIAM T. BEARD, Manager of 2 PUTT, L.L.C.**, and known to me to be member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

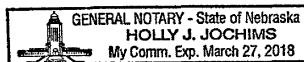


By [Signature]
Printed Name: MICHAEL B. ABERMAN
Notary Public in and for the State of NEVADA
Residing at 613 VEGAS
My commission expires OCT. 11, 2016

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 13 day of April, 20 16, before me, the undersigned Notary Public, personally appeared **HERBERT D. BEARD, Manager of 2 PUTT, L.L.C.**, and known to me to be member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

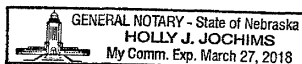


By [Signature]
Printed Name: Holly J. Jochims
Notary Public in and for the State of NE
Residing at Omaha, NE
My commission expires March 27, 2018

LENDER ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 13th day of April, 20 16, before me, the undersigned Notary Public, personally appeared **Chris Maher**, and known to me to be the **President**, authorized agent for **Premier Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Premier Bank**, duly authorized by **Premier Bank** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **Premier Bank**.



By [Signature]
Printed Name: Holly J. Jochims
Notary Public in and for the State of NE
Residing at Omaha, NE
My commission expires March 27, 2018